

goods or loans of money which the said Charles Salmon may have heretofore made, or shall before the first day of October, in the

*Hardesty v. Taft*, 23 Md. 512. To restrain a person from exercising the duties of the office of Comptroller refused. *State v. Jarrett*, 17 Md. 309.

XV. INJUNCTIONS PERTAINING TO CONTRACTS. Where defendant made a parol contract with plaintiff to sell to it all its coal tar at a certain price, and, after part performance, defendant refused to deliver more at the stipulated price, it was *held*, under the circumstances of the case, that plaintiff was entitled to an injunction to restrain defendant from otherwise disposing of the subject-matter of the contract. *Eq. Gas Co. v. Coal Tar Co.* 63 Md. 287. The breach of a contract which cannot be specifically enforced will not be restrained by injunction, but where it can be enforced the Court will interfere, though the negative obligation not to otherwise dispose of the material may be only implied from the positive terms of the agreement. *Ibid.*

Where a husband made an agreement for himself and wife that his wife should perform at a certain theatre during a certain period, &c., equity will not enjoin the wife from performing at another theatre, nor her husband from permitting her to change her residence, nor another manager from giving her employment within the term. Upon such a contract, affirmative in all its provisions, the execution of which could not be specifically enforced, equity cannot be asked to engraft a negative stipulation and restrain its breach by injunction. *Burton v. Marshall*, 4 Gill, 487, *note*. When the object of a bill is to obtain specific performance of a contract and an injunction is prayed for only to protect the subject of the contract against the wrongful acts of the defendant pending the contest, and is ancillary to specific performance the injunction cannot be maintained unless the case presented by the bill would authorize the Court to enforce the contract. *Geiger v. Green*, 4 Gill, 472, *note*; *Allen v. Burke*, 2 Md. Ch. 534; *Gelston v. Sigmund*, 27 Md. 334. Cf. *Gelston v. Frazier*, 26 Md. 329, 346.

Where the proprietor of a certain dyeing and scouring establishment leased the same for a term of years and sold the custom and good will thereof together with the right to use the same name, and covenanted that he would not, at any time thereafter, carry on, in the City of Baltimore, the trade of a dyer, nor compete in said business with the vendees aforesaid, it was *held*, 1. That this covenant was valid, not being too comprehensive in its restriction, and its violation would be restrained by injunction. 2. That the resumption of business in the name of the son was a breach of the covenant of the father, the allegation of the bill, which must be taken as true, being that the name of the son was used as a mere cover to conceal the interest of the father. *Guerand v. Dandeleit*, 32 Md. 561.

Where two persons agree to set up a ferry for the accommodation of a certain set of travellers, and one of them afterwards establishes another ferry in the near neighborhood, this is a violation of the contract and will be enjoined. *Norwood v. Norwood*, 4 H. & J. 112; S. C. 2 Bland, 471-487. Where an attorney agreed that a suit should not be prosecuted except upon certain terms, equity will restrain the premature enforcement of the judgment. *Kent v. Ricards*, 3 Md. Ch. 393.

Injunction granted to restrain negotiation of promissory notes delivered on a condition which was not fulfilled, and the cancellation of plaintiff's signature thereon decreed. *Devries v. Shumate*, 53 Md. 211. The transfer of promissory notes also restrained in *Six v. Shaner*, 26 Md. 416.

Application for injunction to prevent Board of School Com'rs from carrying out a certain contract on the ground of its illegality refused. *Balt. v.*